



HARDIN COUNTY
Board of Supervisors

Thursday, January 2, 2020

1. 8:30 A.M. Organizational Meeting
Courthouse Large Conference Room
2. Call To Order
3. Pledge Of Allegiance
4. Appoint 2020 Board Chair
5. Appoint 2020 Board Vice-Chair
6. Approval Of Agenda
7. Approval Of Minutes

Documents:

[12-23-2019 MINUTES.PDF](#)

8. Employee Years Of Service Awards

Documents:

[EMPLOYEE YEARS OF SERVICE.PDF](#)

9. Appoint Board Members For County Representation On:

Emergency Management
Emergency Management Alternate
Hardin Co. Solid Waste Commission
Hardin Co. Solid Waste Commission Alternate
Hardin County EMS Council
Hardin County EMS Council Alternate
Iowa Workforce Board
Mid-Iowa Community Action
Mid-Iowa Community Action Alternate
Region Six Planning Commission
Region Six Planning Commission Alternate
Second Judicial District Board of Directors
Second Judicial District Alternate
Heartland Insurance Risk Pool Board
Heartland Insurance Risk Pool Alternate
Juvenile Detention Center Commission
Juvenile Detention Center Alternate
Northeast Iowa Response Group Board
Northeast Iowa Response Group Alternate
Hardin County Firemen's Association
Hardin County Firemen's Association Alternate
E-911 Board Representative
E-911 Board Alternate

Board of Health
Board of Health Alternate
Decategorization Board
Decategorization Board Alternate
Senior Issues
Senior Issues Alternate
Greenbelt Home Care
Greenbelt Home Care Alternate
Central Iowa Community Services Board
Central Iowa Community Services Board Alternate
Iowa River Trail - Hardin Commission
Iowa River Trail - Hardin Commission Alternate

10. 2020 Attendance At Iowa State Association Of Counties Meetings

11. 2020 Holidays

Documents:

[HOLIDAYS.PDF](#)

12. 2020 Legal Newspapers

13. 2020 Appointments

County Conservation Board
County Board of Health
MH/DD Advisory Board
Zoning Adjustment Board
Board of Condemnation
Pioneer Cemetery Commission
Weed Commissioner
Prairie Rivers of Iowa Resource Conservation & Development Board

14. Set Date And Time For 2020 Regular Board Meetings

15. Medical Examiner Investigator Services Agreements

Documents:

[MEI AGREEMENT - CRAIGHTON.PDF](#)
[MEI AGREEMENT - EUGENIO.PDF](#)
[MEI AGREEMENT - ITES.PDF](#)
[MEI AGREEMENT - WILLIAMS.PDF](#)

16. Resolution Naming Depositories

Documents:

[2020 RESOLUTION NAMING DEPOSITORIES.PDF](#)

17. Investment Policy

Documents:

[2020 INVESTMENT POLICY.PDF](#)

18. Hardin County Embargo Resolution

Documents:

[2020 EMBARGO RESOLUTION.PDF](#)

19. Resolution For Temporary Road Closures

Documents:

[2020 RESOLUTION FOR TEMPORARY CLOSURES.PDF](#)

20. Utility Permits & Secondary Roads Department

21. Approval Of Iowa DOT Title VI Non-Discrimination Agreement

Documents:

[IOWA DOT TITLE VI NON-DISCRIMINATION AGREEMENT.PDF](#)

22. Approval Of US DOT Standard Title VI/Non-Discrimination Assurances

Documents:

[US DOT STANDARD TITLE VI - NON-DISCRIMINATION ASSURANCES.PDF](#)

23. Construction Evaluation Resolution

Documents:

[2020 CONSTRUCTION EVALUATION RESOLUTION.PDF](#)

24. Public Comments

Documents:

[HARDIN COUNTY POLICY FOR PUBLIC COMMENT.PDF](#)

25. Other Business

26. Adjournment/Recess

27. Drainage

[VIEW REGULAR DRAINAGE MEETING AGENDA](#)

Courthouse Large Conference Room

(To Follow Organizational Meeting)

HARDIN COUNTY BOARD OF SUPERVISORS
MINUTES – DECEMBER 23, 2019
WEDNESDAY - 9:00 A.M.
COURTHOUSE LARGE CONFERENCE ROOM

At 9:00 a.m. Chair Reneé McClellan called the meeting to order. Present: Supervisors Reneé McClellan and BJ Hoffman; and Matt Jones, Mark Buschkamp, Justin Ites, and Angela Silvey. Supervisor Lance Granzow was absent.

The meeting was held to discuss the IT director position.

Hoffman and McClellan recommended the promotion of Matt Jones, Network Engineer, to IT Director, and will address Jones's Change of Status at the regular Board meeting to follow.

Also discussed were GIS duties, contracting out GIS work, and hiring an IT assistant.

Hoffman moved, McClellan seconded to adjourn at 9:19 a.m. Motion carried.

At 10:00 a.m. Chair McClellan called the regular Board meeting to order. Also present were Supervisor Hoffman; and Taylor Roll, Thomas Craighton, Donna Juber, Bob Juber, Mark Buschkamp, Matt Jones, Jessica Sheridan, Micah Cutler, Angela De La Riva, Jean Groen, Curt Groen, Linn Adams, Julie Duhn, Justin Ites, and Angela Silvey. Supervisor Granzow was absent.

The Pledge of Allegiance was recited.

Hoffman moved, McClellan seconded to approve the agenda as posted. Motion carried.

Hoffman moved, McClellan seconded to approve the minutes of December 16, 2019; December 17, 2019; and December 18, 2019. Motion carried.

Hoffman moved, McClellan seconded to approve the December 23, 2019 claims for payment. Motion carried.

Utility Permits: None.

Secondary Roads Department:

County Engineer Taylor Roll provided a departmental update. No action necessary; informational only.

Hoffman moved, McClellan seconded to approve the amended 28E agreement regarding Greenbelt Home Care. Motion carried.

Hoffman moved, McClellan seconded to adopt the budget amendment as presented. Motion carried.

Hoffman moved, McClellan seconded that the following Resolution No. 2019-47, Appropriations Resolution Amendment, be adopted. Roll Call Vote: "Ayes" Hoffman and McClellan. "Nays" None. Absent: Granzow. Resolution No. 2019-47 is hereby adopted as follows:

WHEREUPON Board Member Hoffman moved that the following Resolution be adopted:

APPROPRIATIONS RESOLUTION AMENDMENT

RESOLUTION No. 2019 - 47

WHEREAS a public hearing was held on December 18, 2019 for a proposed budget amendment to FY 2020 budget.

WHEREAS said budget amendment was approved on December 23, 2019,

THEREFORE, the following budget amendment appropriations shall be made:

<u>Office or Department</u>		<u>Amended Appropriation Amount</u>
Auditor	+	\$7,000
Economic Development	+	\$3,500
Nondepartmental 89	+	\$1,350
Sheriff	+	\$75,000
Supervisors	+	\$300,000
Veteran's Affairs	+	\$5,000

Motion was seconded by Board Member McClellan and after due consideration thereof, the roll was called and the following Board Members voted:

AYES: Hoffman & McClellan

NAYS: None

ABSENT: Granzow

ABSTAIN: None

Whereupon, the Chair of the Board of Supervisors declared said Resolution duly passed and adopted this 23rd day of December, 2019.

/s/ Reneé McClellan

Renee' McClellan, Chairman

Board of Supervisors

ATTEST:

/s/ Jessica Lara

Jessica Lara

Hardin County Auditor

Hoffman moved, McClellan seconded to approve the Wellness Committee recommendation to participate in the ISAC Outside County Wellness Program. Beth Miller will review the incentive component of the program before incentives are implemented. Motion carried.

Hoffman moved, McClellan seconded to approve the hiring of Camryn Grubic, full-time Interpretive Park Ranger, at a rate of \$17.31/hour, effective 12/23/2019. Motion carried.

Hoffman moved, McClellan seconded to approve the promotion of Matt Jones to IT Director and Department Head, at a salary of \$70,000 effective 01/04/2020. Motion carried.

Hoffman moved, McClellan seconded to approve the updated job descriptions for the Information Technology Director and Information Technology Technician positions. Motion carried.

Hoffman moved, McClellan seconded to approve the updated Environmental Health Specialist job description. Motion carried.

Public Comments:

Julie Duhn asked whether or not the county attorney would press charges following an accident on X Avenue which resulted in bridge damage.

Other Business: None.

Hoffman moved, McClellan seconded to adjourn. Motion carried.

_____, Chair

Jessica Lara

Board of Supervisors

Hardin County Auditor

Department	Employee	Hire Date	Years of Service
2	Lara, Jessica	11/30/2009	10
3	Eichmeier, Machel	09/06/1989	30
5	Raum, William	08/16/1994	25
5	Gear, Karla	03/12/1999	20
5	Nelson, Joshua	12/27/2004	15
5	Brenneman, Jeffrey	09/02/2014	5
5	Lepley, Edward (Pete)	10/18/2014	5
7	Lawrence, Cheryl	02/13/1989	30
8	Eisentrager, Tifani	07/16/2009	10
20	Adams, Carroll	02/13/1984	35
20	Windelow, Timothy	08/27/1984	35
20	Schossow, Shane	11/02/1994	25
20	Crosser, Keith	08/25/1999	20
20	Dieken, Bruce	10/26/2009	10
20	Friest, Clint	12/21/2009	10
20	Nelson, Daniel	04/13/2009	10
20	Hilsabeck, David	04/01/2014	5
22	Wiese, Wesley	07/19/1999	20
22	Frerichs, Rebecca	12/18/2014	5
62	Haywood, Carol	02/22/1999	20
62	Nelson, Mary	07/14/2014	5

2020
HARDIN COUNTY HOLIDAYS

Martin Luther King, Jr.'s Birthday	January 20, 2020
Memorial Day	May 25, 2020
Independence Day	July 3, 2020
Labor Day	September 7, 2020
Veterans Day	November 11, 2020
Thanksgiving	November 26 & 27, 2020
Christmas	December 24 & 25, 2020
New Year's Day	January 1, 2021

MEDICAL EXAMINER INVESTIGATOR SERVICES AGREEMENT

Hardin County, Iowa, (County) and, Thomas Craighton, (Medical Examiner Investigator) agree as follows:

1. County requires services of a licensed physician, having the qualifications enumerated in Section 331.801 of the Code of Iowa, to act as Medical Examiner.

2. County wishes to appoint Medical Examiner Investigators to assist the County Medical Examiner in meeting the requirements of the Iowa Code.

3. Thomas Craighton accepts a term of appointment as Medical Examiner Investigator through January 1, 2021.

4. County shall compensate Thomas Craighton \$200.00 per case for services as Medical Examiner Investigator. The Medical Examiner Investigator will submit billings to Hardin County Auditor for payment.

5. Expenses will be reimbursed for certain items based on approval of the Board of Supervisors, not to exceed \$50.00 per investigation, unless further authorized by the Board.

6. Medical Examiner Investigator shall assist the County Medical Examiner in determining cause and manner of death, completing written reports of findings, and submitting report to the State Medical Examiner and County Attorney for all deaths affecting the public interest.

7. The appointed Medical Examiner shall determine when the public interest requires an autopsy or other special investigation as provided by Section 331.802 of the Code of Iowa. The Medical Examiner Investigator shall furnish information to assist the Medical Examiner in making a determination.

8. Medical Examiner Investigators shall perform all duties in compliance with directives from the State Medical Examiner and County Medical Examiner.

9. Continuing Education: County shall pay the registration costs of continuing education courses. If the Medical Examiner Investigator terminates employment within one year after completion of the training, he/she will reimburse the County for 100% the registration fee of any such courses up to six months, and 50% of the registration fee from month 7 - 12.

10. County and Thomas Craighton agree that either party may terminate this agreement for cause by written notice, setting forth the basis for termination, delivered, or mailed, sixty days prior to the effective date of termination.

Dated this 2nd day of January, 2020.

Dated this ___day of _____, 2020.

BOARD OF SUPERVISORS

_____, Chair

Medical Examiner Investigator

_____, Member

_____, Member

MEDICAL EXAMINER INVESTIGATOR SERVICES AGREEMENT

Hardin County, Iowa, (County) and, Eric Eugenio, (Medical Examiner Investigator) agree as follows:

1. County requires services of a licensed physician, having the qualifications enumerated in Section 331.801 of the Code of Iowa, to act as Medical Examiner.

2. County wishes to appoint Medical Examiner Investigators to assist the County Medical Examiner in meeting the requirements of the Iowa Code.

3. Eric Eugenio accepts a term of appointment as Medical Examiner Investigator through January 1, 2021.

4. County shall compensate Eric Eugenio \$200.00 per case for services as Medical Examiner Investigator. The Medical Examiner Investigator will submit billings to Hardin County Auditor for payment.

5. Expenses will be reimbursed for certain items based on approval of the Board of Supervisors, not to exceed \$50.00 per investigation, unless further authorized by the Board.

6. Medical Examiner Investigator shall assist the County Medical Examiner in determining cause and manner of death, completing written reports of findings, and submitting report to the State Medical Examiner and County Attorney for all deaths affecting the public interest.

7. The appointed Medical Examiner shall determine when the public interest requires an autopsy or other special investigation as provided by Section 331.802 of the Code of Iowa. The Medical Examiner Investigator shall furnish information to assist the Medical Examiner in making a determination.

8. Medical Examiner Investigators shall perform all duties in compliance with directives from the State Medical Examiner and County Medical Examiner.

9. Continuing Education: County shall pay the registration costs of continuing education courses. If the Medical Examiner Investigator terminates employment within one year after completion of the training, he/she will reimburse the County for 100% the registration fee of any such courses up to six months, and 50% of the registration fee from month 7 - 12.

10. County and Eric Eugenio agree that either party may terminate this agreement for cause by written notice, setting forth the basis for termination, delivered, or mailed, sixty days prior to the effective date of termination.

Dated this 2nd day of January, 2020.

Dated this ___day of _____, 2020.

BOARD OF SUPERVISORS

_____, Chair

Medical Examiner Investigator

_____, Member

_____, Member

MEDICAL EXAMINER INVESTIGATOR SERVICES AGREEMENT

Hardin County, Iowa, (County) and, Chelsey Ites, (Medical Examiner Investigator) agree as follows:

1. County requires services of a licensed physician, having the qualifications enumerated in Section 331.801 of the Code of Iowa, to act as Medical Examiner.
2. County wishes to appoint Medical Examiner Investigators to assist the County Medical Examiner in meeting the requirements of the Iowa Code.
3. Chelsey Ites accepts a term of appointment as Medical Examiner Investigator through January 1, 2021.
4. County shall compensate Chelsey Ites \$200.00 per case for services as Medical Examiner Investigator. The Medical Examiner Investigator will submit billings to Hardin County Auditor for payment.
5. Expenses will be reimbursed for certain items based on approval of the Board of Supervisors, not to exceed \$50.00 per investigation, unless further authorized by the Board.
6. Medical Examiner Investigator shall assist the County Medical Examiner in determining cause and manner of death, completing written reports of findings, and submitting report to the State Medical Examiner and County Attorney for all deaths affecting the public interest.
7. The appointed Medical Examiner shall determine when the public interest requires an autopsy or other special investigation as provided by Section 331.802 of the Code of Iowa. The Medical Examiner Investigator shall furnish information to assist the Medical Examiner in making a determination.
8. Medical Examiner Investigators shall perform all duties in compliance with directives from the State Medical Examiner and County Medical Examiner.
9. Continuing Education: County shall pay the registration costs of continuing education courses. If the Medical Examiner Investigator terminates employment within one year after completion of the training, he/she will reimburse the County for 100% the registration fee of any such courses up to six months, and 50% of the registration fee from month 7 - 12.
10. County and Chelsey Ites agree that either party may terminate this agreement for cause by written notice, setting forth the basis for termination, delivered, or mailed, sixty days prior to the effective date of termination.

Dated this 2nd day of January, 2020.

Dated this ___day of _____, 2020.

BOARD OF SUPERVISORS

_____, Chair

Medical Examiner Investigator

_____, Member

_____, Member

MEDICAL EXAMINER INVESTIGATOR SERVICES AGREEMENT

Hardin County, Iowa, (County) and, Marla Williams, (Medical Examiner Investigator) agree as follows:

1. County requires services of a licensed physician, having the qualifications enumerated in Section 331.801 of the Code of Iowa, to act as Medical Examiner.

2. County wishes to appoint Medical Examiner Investigators to assist the County Medical Examiner in meeting the requirements of the Iowa Code.

3. Marla Williams accepts a term of appointment as Medical Examiner Investigator through January 1, 2021.

4. County shall compensate Marla Williams \$200.00 per case for services as Medical Examiner Investigator. The Medical Examiner Investigator will submit billings to Hardin County Auditor for payment.

5. Expenses will be reimbursed for certain items based on approval of the Board of Supervisors, not to exceed \$50.00 per investigation, unless further authorized by the Board.

6. Medical Examiner Investigator shall assist the County Medical Examiner in determining cause and manner of death, completing written reports of findings, and submitting report to the State Medical Examiner and County Attorney for all deaths affecting the public interest.

7. The appointed Medical Examiner shall determine when the public interest requires an autopsy or other special investigation as provided by Section 331.802 of the Code of Iowa. The Medical Examiner Investigator shall furnish information to assist the Medical Examiner in making a determination.

8. Medical Examiner Investigators shall perform all duties in compliance with directives from the State Medical Examiner and County Medical Examiner.

9. Continuing Education: County shall pay the registration costs of continuing education courses. If the Medical Examiner Investigator terminates employment within one year after completion of the training, he/she will reimburse the County for 100% the registration fee of any such courses up to six months, and 50% of the registration fee from month 7 - 12.

10. County and Marla Williams agree that either party may terminate this agreement for cause by written notice, setting forth the basis for termination, delivered, or mailed, sixty days prior to the effective date of termination.

Dated this 2nd day of January, 2020.

Dated this ___day of _____, 2020.

BOARD OF SUPERVISORS

_____, Chair

Medical Examiner Investigator

_____, Member

_____, Member

RESOLUTION NO. 2020-01
RESOLUTION NAMING DEPOSITORIES AS PER IOWA CODE SECTION 12C

BE IT RESOLVED, that the BOARD OF SUPERVISORS of HARDIN COUNTY, IOWA, approves the following list of financial institutions to be depositories of the HARDIN COUNTY funds in conformance with all applicable provisions of Iowa Code Chapter 12C.

The HARDIN COUNTY OFFICERS are hereby authorized to deposit the Hardin County funds in amounts not to exceed the maximum approved for each respective financial institution as set out below.

Depository Name	Location of Home Office	Maximum Balance in effect under prior Resolution	Maximum Balance in effect under this Resolution
Treasurer			
Hardin County Savings Bank	Eldora	20,000,000	20,000,000
Great Western Bank – Eldora	Marshalltown	15,000,000	15,000,000
Green Belt Bank & Trust	Iowa Falls	15,000,000	15,000,000
Iowa Falls State Bank	Iowa Falls	10,000,000	10,000,000
GNB Bank - Ackley	Grundy Center	10,000,000	10,000,000
Security State Bank	Hubbard	5,000,000	5,000,000
United Bank & Trust – Alden	Sheffield	5,000,000	5,000,000
Security State Bank	Radcliffe	5,000,000	5,000,000
GNB – Iowa Falls	Grundy Center	5,000,000	5,000,000
Green Belt Bank & Trust – Eldora	Iowa Falls	15,000,000	15,000,000
Wells Fargo Bank – (IPAIT)	Des Moines	15,000,000	15,000,000
Peoples Savings Bank - Cleves	Wellsburg	500,000	500,000
Recorder			
Hardin County Savings Bank	Eldora	500,000	500,000
Sheriff			
Great Western Bank – Eldora	Marshalltown	500,000	500,000
Hardin County Savings Bank – Commissary	Eldora	100,000	100,000
Inmate Commissary		100,000	100,000
Hardin County Savings Bank – Forfeiture	Eldora	100,000	100,000
Federal Forfeiture		100,000	100,000
Security State Bank - DARE	Hubbard	2,000	2,000
Hardin County Public Employees Health Plan Trust			
Hardin County Savings Bank	Eldora	500,000	1,000,000
Green Belt Bank & Trust	Iowa Falls	500,000	500,000
Hardin County Flexible Benefits			
Hardin County Savings Bank	Eldora	50,000	50,000

Whereupon, the Chair of the Board of Supervisors declared said Resolution duly passed and adopted this 2nd day of January, 2020.

_____, Chair
Hardin County Board of Supervisors

CERTIFICATION. I hereby certify that the foregoing is a true and correct copy of a resolution of the HARDIN COUNTY BOARD OF SUPERVISORS adopted at a meeting of said public body, duly called and held on the 2nd day of January, 2020, a quorum being present, as said resolution remains of record in the minutes of said meeting, and it is now in full force and effect.

Dated this 2nd day of January, 2020.

Jessica Lara
Hardin County Auditor

Hardin County Investment Policy

1. Scope of Investment Policy

This investment policy applies to the operating funds, bond proceeds and other funds accounted for in the financial statements of Hardin County. Each investment made pursuant to this investment policy must be authorized by applicable law and this written investment policy.

This investment policy is intended to comply with Iowa Code chapters 12B and 12C.

Upon passage and upon future amendment, if any, copies of this investment policy shall be delivered to all of the following:

1. The Hardin County Board of Supervisors, County Auditor, and County Attorney.
2. All depository institutions or fiduciaries for the public funds for Hardin County.
3. The auditor engaged to audit any fund of Hardin County.

2. Delegation of Authority

In accordance with section 12C.11, the responsibility for conducting investment transactions resides with the treasurer of Hardin County, except for those accounts held by the county auditor, county recorder, and county sheriff.

All contracts or agreements with outside persons investing public funds, advising on the investment of public funds, directing the deposit or investment of public funds or acting in a fiduciary capacity for Hardin County shall require the outside person to notify in writing the county treasurer within thirty days of receipt of all communication from the auditor of the outside person of any regulatory authority of the existence of a material weakness in internal control structure of the outside person or regulatory orders or sanctions regarding the type of services being provided to the county by the outside person.

The records of investment transactions made by or on behalf of Hardin County are public records and are the property of Hardin County, whether in the custody of the treasurer or in the custody of a fiduciary or other third party.

The treasurer shall establish procedures for the operation of the investment program, consistent with this investment policy.

3. Objectives of Investment Policy

The primary objectives, in the order of priority, of all investment activities involving the financial assets of Hardin County shall be the following:

1. Safety: safety and preservation of principal in the overall portfolio is the foremost investment objective.
2. Liquidity: maintaining the necessary liquidity to match expected liabilities is the second investment objective.
3. Return: obtaining a reasonable return is the third investment objective

4. Prudence

The Hardin County treasurer, when investing or depositing public funds, shall exercise the care, skill, prudence and diligence under the circumstances then prevailing that a person acting in a like capacity and familiar with such matters would use to attain the investment objectives. This standard requires that when making investment decisions, the treasurer shall consider the role that the investment or deposit plays within the portfolio of assets of Hardin County and the investment objectives of this policy.

5. Instruments Eligible for Investment

Assets of Hardin County may be invested in the following:

1. Interest bearing savings accounts, interest bearing money market accounts and interest-bearing checking accounts at any bank, savings & loan association or credit union within the county or in an adjoining county within the state. Each financial institution shall be properly declared as a depository by the governing body of Hardin County. Deposits in any financial institution shall not exceed the authorized balances approved by the governing body of Hardin County.
2. Obligations of the United States government, its agencies and Instrumentalities.
3. Certificates of deposit and other evidences of deposit at federally insured Iowa depository institutions approved and secured pursuant to Iowa Code chapter 12C.
4. Iowa Public Agency Investment Trust (IPAIT).

5. Warrants or improvement certificates of a levee or drainage district.

6. Prohibited Investments and Investment Practices

Assets of Hardin County shall not be invested in the following:

1. Reverse repurchase agreements.
2. Futures and options contracts.

Hardin County assets shall not be invested pursuant to the following investment practices.

1. Trading of securities for speculation or the realization of short-term trading gains.
2. Pursuant to a contract providing for the compensation of an agent or fiduciary based upon the performance of the invested assets.
3. If a fiduciary or other third party with custody of public investment transaction records of Hardin County fail to produce records when requested by the county within a reasonable time, the county shall make no new investment with or through the fiduciary or third party.

7. Investment Maturity Limitations (IA Code 12B.10A)

Operating funds must be identified and distinguished from all other funds available for investment. Operating funds are defined as those funds which are reasonably expected to be expended during a current budget year, or within fifteen months of receipt. Operating funds may only be invested in instruments authorized in section 5 of this investment policy that mature within three hundred ninety-seven (397) days. Maturities may be less than this to be consistent with the needs and use of Hardin County.

The treasurer may invest funds that are not operating funds in investments having maturities longer than three hundred and ninety-seven days as stated above.

8. Diversification

When possible, it is the policy of the county treasurer to diversify the investment portfolio. Assets shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of securities. In establishing specific diversification strategies, the following general policies and constraints shall apply.

1. Portfolio maturities shall be staggered in a way that avoids undue concentration of assets in a specific maturity sector. Maturities shall be selected which provide stability of income

and reasonable liquidity.

- 2. Liquidity practices to ensure that disbursement dates and payroll dates are covered through maturing investments of cash on hand.

9. Safekeeping and Custody

All invested assets of Hardin County involving the use of a public funds custodial agreement, as defined in section 12B.10C, shall comply with all rules adopted pursuant to Chapter 12B and 12C. All custodial agreements shall be in writing and shall contain a provision that all custodial services be provided in accordance with the laws of the state of Iowa.

All assets of Hardin County shall be secured through the use of a third-party custodial institution, held in safe keeping with the banking institution or held in the county treasurer’s vault.

All purchases and sales of investments shall be on a delivery-versus-payment basis.

10. Investment Policy Review and Amendment

This investment policy shall be reviewed by the Board of Supervisors annually each fiscal year in January. Amendments may be made at any time with approval of the Board of Supervisors and the county treasurer. Notice of amendments to the investment policy shall be promptly given to all parties named in Section 1.

Adopted this 2nd day of January 2020.

_____, Chairman
Hardin County Board of Supervisors

Machel Eichmeier,
Hardin County Treasurer

Hardin County Board of Supervisors

Hardin County Board of Supervisors

RESOLUTION #2020-02
Hardin County Embargo Resolution

WHEREAS: The Board of Supervisors is empowered under authority of Section 321.236(8), 321.255 and 321.471 to 321.473 of the Code of Iowa to prohibit the operation of vehicles upon Secondary Roads or to impose restrictions as to weight of vehicles to be operated upon said secondary roads, except farm tractors as defined in Section 321.1, Subsection 7, for a total period not to exceed ninety days in any one calendar year, whenever any said highway by reason of deterioration, rain, snow or other climatic conditions will be seriously damaged or destroyed unless the use of vehicles thereon is prohibited or the permissible weights thereof reduced, and

WHEREAS: Severe weather conditions have caused certain secondary roads to be incapable of bearing the customary traffic thereon without undue damages,

NOW, THEREFORE, BE IT RESOLVED by the Hardin County Board of Supervisors that the County Engineer be authorized to order any of the Secondary Roads closed to vehicles in excess of five (5) tons per axle, wherever he deems it necessary and for the period of time deemed expedient (not to exceed 90 days), by erecting signs in accordance with Section 321.472.

BE IT FURTHER RESOLVED that the County Engineer may grant permits of exemption upon a showing that there is a need to move to market farm produce of a type subject to rapid spoilage or loss of value or to move any farm feeds or fuel for home heating purposes.

Passed and approved this 2nd day of January, 2020.

Chair, Board of Supervisors

Attest:

Jessica Lara
Hardin County Auditor

RESOLUTION FOR TEMPORARY ROAD CLOSURES
Hardin County Resolution No. 2020-03

WHEREAS, Section 306.41 of the Code of Iowa provides that:

“The agency having jurisdiction and control over any highway in the state, or the chief engineer of said agency when delegated by such agency, may temporarily close sections of a highway by formal resolution entered upon the minutes of such agency when reasonably necessary because of construction, reconstruction, maintenance or natural disaster and shall cause to be erected “road closed” signs and partial or total barricades in the roadway at each end of the closed highway section and on the closed highway where that highway is intersected by other highways if such intersection remains open. Any numbered road closed for over forty-eight hours shall have a designated detour route. The agency having jurisdiction over a section of highway closed in accordance with the provisions of this section, or the persons or contractors employed to carry out the construction, reconstruction, or maintenance of the closed section of highway, shall not be liable for any damages to any vehicle that enters the closed section of highway or the contents of such vehicle or for any injuries to any person that enters the closed section of highway, unless the damages are caused by gross negligence of the agency or contractor.

Nothing herein shall be construed to prohibit or deny any person from gaining lawful access to the person’s property or residence, nor shall it change or limit liability to such persons.”

NOW, THEREFORE BE IT RESOLVED by the Hardin County Board of Supervisors that the County Engineer is hereby authorized through December 31, 2020, to temporarily close Hardin County Secondary Roads as necessary and allowed by law with the actual dates of closure to be determined by the County Engineer as follows:

1. For Construction and Reconstruction: Any project as described in the approved County Secondary Road Construction Program and any approved supplements thereto.
2. For Emergency Closure for Maintenance and Natural Disaster Purposes: Any route deemed necessary by the County Engineer.

Passed and adopted this 2nd day of January, 2020.

Chairperson
County Board of Supervisors

ATTEST: _____
Jessica Lara
Hardin County Auditor

Date

**Title VI Non-Discrimination Agreement
Iowa Department of Transportation
and
HARDIN COUNTY, IOWA**

Agency Information

Name and title of administrative head:

Name: _____ Title: Chairperson, County of Hardin, IA

Address: 11215 Edgington Avenue, Suite 1

City: Eldora State: IA ZIP Code: 50627 County: Hardin County

Phone/FAX: _____ Email: _____

Name and title of designated Title VI coordinator:

Name: Joe Donald Title: Title VI Coordinator/Engineer Technician

Address: 708 16th Street

City: Eldora State: IA ZIP Code: 50627 County: Hardin County, IA

Phone/FAX: 641-858-5058/858-3182 Email: jdonald@hardincountyia.gov

*If the Title VI coordinator changes, please contact the Iowa DOT Title VI specialist.

Title VI Program

I. Organization and staffing

Pursuant to 23 C.F.R. § 200, HARDIN COUNTY, IOWA has appointed a Title VI coordinator identified above, who is responsible for implementing and monitoring the local public agency's (LPA's) Title VI program per this agreement, and is the representative for issues and actions pertaining to this agreement. The LPA will provide the Iowa Department of Transportation with a copy of the LPA's organizational chart that illustrates the level and placement of the Title VI coordinator.

The LPA will notify the Iowa DOT in writing of any changes to the LPA's organization chart, Title VI coordinator or Title VI coordinator contact information.

II. Assurances required

Pursuant to 49 C.F.R. § 21.7, every application for federal financial assistance or continuing federal financial assistance must provide a statement of assurance and give reasonable guarantee that the program is (or, in the case of a new program, will be) conducted in compliance with all requirements imposed by or pursuant to 49 C.F.R. § 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964). Fully executed standard DOT Assurances (including Appendices A, B and C) are attached to this agreement.

III. Implementation procedures

This agreement shall serve as the LPA's Title VI plan pursuant to 23 C.F.R. § 200 and 49 C.F.R. § 21. For the purpose of this agreement, "federal assistance" shall include all of the following.

- Grants and loans of federal funds.
- The grant or donation of federal property and/or interest in property.
- The detail of federal personnel.
- The sale and lease of, and permission to use (on other than a casual or transient basis), federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the LPA, or in recognition of the public interest to be served by such sale or lease to the LPA.
- Any federal agreement, arrangement or other contract that has as one of its purposes the provision of assistance.

The LPA shall:

1. Issue a policy statement, signed by the head of the LPA, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the LPA's organization and to the public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by the Iowa DOT, Federal Highway Administration or U.S. Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, to implement Title VI compliance in accordance with this agreement. The head of the LPA shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI coordinator who has a responsible position in the organization and easy access to the head of the LPA. The coordinator shall be responsible for implementing and monitoring Title VI activities and preparing required reports.
4. Develop and implement a public involvement plan that includes low-income and minority community outreach and ensures those persons who are limited-English proficient (LEP) can access services.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigations. Identify each complainant by race, color, national origin or gender, the nature of the complaint, date the complaint was filed, date the investigation was completed, disposition, date of disposition, and other pertinent information. A copy of the complaint, together with a copy of the LPA's report of investigation, shall be forwarded to the Iowa DOT's civil rights coordinator within 60 days of the date the complaint was received by the LPA.
6. Collect statistical data (race, color, national origin, age, gender, disability, LEP and income of populations in service area) of participants in, and beneficiaries of, the programs and activities conducted by the LPA.
7. Conduct Title VI self-assessment of the LPA's program areas and activities, and of second-tier sub-recipients, contractor/consultant program areas and activities. Where applicable, revise policies, procedures and directives to include Title VI requirements. Ensure that programs, policies, and other activities do not have disproportionate adverse effects on minority and low-income populations.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments and changes to the program covering the prior year, and identify goals and objectives for the coming year.
 - o **Annual work plan:** Outline Title VI monitoring and review activities planned for the coming year; and indicate a target date for completion.
 - o **Accomplishment report:** List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special internal and external reviews conducted by the Title VI coordinator. List any major problem(s) identified and corrective action(s) taken. Include a summary and status report on any Title VI complaints filed with the LPA. Include a listing of complaints received against second-tier sub-recipients, if any, as well as a summary of complaints and actions taken.
10. Include Title VI compliant language in all contracts to second-tier sub-recipients.

IV. Discrimination complaint procedures – allegations of discrimination in federally assisted programs or activities

The LPA adopts the following discrimination complaint procedures for complaints relating to federally assisted transportation-related programs or activities.

1. **Filing a discrimination complaint:** Any person who believes that he or she, or any class of individuals, or in connection with any disadvantaged business enterprise, has been or is being subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq.; and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, has the right to file a complaint.

Any individual wishing to file a discrimination complaint must be given the option to file the complaint with the LPA, or directly with the Iowa DOT, FHWA, USDOT and U.S. Department of Justice. Complaints may be filed with all agencies simultaneously.

No individual or agency shall refuse service, discharge or retaliate in any manner against any persons because that individual has filed a discrimination complaint, instituted any proceeding related to a discrimination complaint, testified, or is about to testify, in any proceeding or investigation related to a discrimination complaint, or has provided information or assisted in an investigation.

2. **Complaint filing time-frame:** A discrimination complaint must be filed within 180 calendar days of one of the following.
- (a) The alleged act of discrimination.
 - (b) Date when the person(s) became aware of the alleged discrimination
 - (c) Date on which the conduct was discontinued, if there has been a continuing course of conduct.

The LPA or their designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. **Contents of a complaint:** A discrimination complaint must be written. The document must contain the following information.
- a) The complainant's name and address, or other means by which the complainant may be contacted.
 - b) Identification of individual(s) or organization(s) responsible for the alleged discrimination.
 - c) A description of the complainant's allegations, which must include enough detail to determine if the LPA has jurisdiction over the complaint and if the complaint was filed timely.
 - d) Specific prohibited bases of alleged discrimination (i.e., race, color, gender, etc.)
 - e) Apparent merit of the complaint.
 - f) The complainant's signature or signature of his/her authorized representative.

In the event that a person makes a verbal complaint of discrimination to an officer or employee of the LPA, the complainant shall be interviewed by the LPA's Title VI coordinator. If necessary, the Title VI coordinator will assist the complainant in reducing the complaint to writing and then submit the written version of the complaint to the person for signature.

4. **Complaints against the LPA:** Any complaints received against the LPA should immediately be forwarded to the Iowa DOT for investigation. The LPA shall not investigate any complaint in which it has been named in the complaint. The contact information for the Iowa DOT's Title VI program is:

Iowa Department of Transportation
Office of Employee Services – Civil Rights
800 Lincoln Way
Ames, Iowa 50010
515-239-1422
515-817-6502 (fax)
dot.civilrights@iowadot.us

5. **Notice of Receipt:** All complaints shall be referred to the LPA's Title VI coordinator for review and action. Within 10 days of receipt of the discrimination complaint, the coordinator shall issue an initial written Notice of Receipt that:
- a) Acknowledges receipt of the discrimination complaint.
 - b) Advises the complainant of his/her right to seek representation by an attorney or other individual of his or her choice in the discrimination complaint process.
 - c) Contains a list of each issue raised in the discrimination complaint.
 - d) Advises the complainant of the timeframes for processing the discrimination complaint and providing a determination.
 - e) Advises the complainant of other avenues of redress of their complaint, including the Iowa DOT, FHWA, USDOT and USDOJ.
6. **Notification of the Iowa DOT of a complaint:** The LPA shall advise the Iowa DOT within 10 business days of receipt of the complaint. Generally, the following information will be included in every notification to the Iowa DOT.
- a) Name, address and phone number of the complainant.
 - b) Name(s) and address(es) of alleged discriminating official(s).
 - c) Basis of complaint (i.e., race, color, national origin, gender).
 - d) Date of alleged discriminatory act(s).
 - e) Date of complaint received by the LPA.
 - f) A statement of the complaint.
 - g) Other agencies (state, local or federal) where the complaint has been filed.
 - h) An explanation of the actions the LPA has taken or proposed to resolve the issue identified in the complaint.
7. **Processing a complaint and time-frame:** The total time allowed for processing the discrimination complaint is 90 calendar days from the date the complaint was filed. There is no extension available at this level. This time-frame includes 60 calendar days at the LPA level and 30 days for review at the state level, if needed.

If the complainant elects to file a complaint with both the LPA and Iowa DOT, the complainant shall be informed that the LPA has 90 calendar days to process the discrimination complaint and the Iowa DOT shall not investigate the complaint until the 90 calendar-day period has expired.

Immediately after issuance of the Notice of Receipt to the complainant (step four), the LPA's Title VI coordinator shall either begin the fact-finding or investigation of the discrimination complaint, or arrange to have an investigation conducted.

Based on the information obtained during that investigation, the coordinator shall render a recommendation for action in a Report of Findings to the head of the LPA.

8. **Alternative dispute resolution/mediation process:** The complainant must be given an invitation to participate in mediation to resolve the complaint by informal means. The LPA's Title VI coordinator shall include an invitation to mediation with the Notice of Receipt, offering the opportunity to use the alternative dispute resolution/mediation process.

If the complaint selects mediation, it allows disputes to be resolved in a less adversarial manner. With mediation, a neutral party assists two opposing parties in a dispute come to an agreement to resolve their issue. The mediator does not function as a judge or arbiter, but simply helps the parties resolve the dispute themselves.

Upon receiving a request to mediate, the LPA's Title VI coordinator shall identify or designate a mediator who must be a neutral and impartial third party. The mediator must be a person acceptable to all parties and who will assist the parties in resolving their disputes.

If the complainant chooses to participate in mediation, she or he or the designee must respond in writing within 10 calendar days of the date of the invitation. This written acceptance must be dated and signed by the complainant and must also include the relief sought.

After mediation is arranged, a written confirmation identifying the date, time and location of the mediation conference shall be sent to both parties. If possible, the mediation process should be completed within 30 calendar days of receipt of the discrimination complaint. This will assist in keeping within the 90 calendar-day time-frame of the written Notice of Final Action if the mediation is not successful.

If resolution is reached under mediation, the agreement shall be in writing. A copy of the signed agreement shall be sent to the Iowa DOT's Title VI program coordinator. If an agreement is reached, but a party to it believes his/her agreement has been breached, the non-breaching party may file another complaint. If the parties do not reach resolution under mediation, the LPA's Title VI coordinator shall continue with the investigation.

9. **Notice of Final Action:** A written Notice of Final Action shall be provided to the complainant within 60 days of the date the discrimination complaint was filed. It shall contain:
- a) A statement regarding the disposition of each issue identified in the discrimination complaint and reason for the determination.
 - b) A copy of the mediation agreement, if the discrimination complaint was resolved by mediation.
 - c) A notice that the complainant has the right to file a complaint with the Iowa DOT, FHWA, USDOT or USDOJ within 30 calendar days after the Notice of Final Action, if she or he is dissatisfied with the final action on the discrimination complaint.

The LPA's Title VI coordinator shall provide the Iowa DOT's Title VI program coordinator with a copy of this decision, as well as a summary of findings upon completion of the investigation. Should deficiencies be noted in the implementation of these discrimination complaint procedures by the LPA, the Iowa DOT's Title VI program coordinator will work in conjunction with the LPA's Title VI coordinator to review the information and/or provide technical assistance in the discrimination complaint process, mediation process, and/or investigation.

10. **Corrective action:** If discrimination is found through the process of a complaint investigation, the respondent shall be requested to voluntarily comply with corrective action(s) or a conciliation agreement to correct the discrimination.
11. **Confidentiality:** LPA and Iowa DOT Title VI program coordinators are required to keep the following information confidential to the maximum extent possible, consistent with applicable law and fair determination of the discrimination complaint.
- a) The fact that the discrimination complaint has been filed.
 - b) The identity of the complainant(s).
 - c) The identity of individual respondents to the allegations.
 - d) The identity of any person(s) who furnished information relative to, or assisting in, a complaint investigation.
12. **Record keeping:** The LPA's Title VI coordinator shall maintain a log of complaints filed that alleged discrimination. The log must include:
- a) The name and address of the complainant.
 - b) Basis of discrimination complaint.
 - c) Description of complaint.
 - d) Date filed.
 - e) Disposition and date.
 - f) Any other pertinent information.

All records regarding discrimination complaints and actions taken on discrimination complaints must be maintained for a period of not less than three years from the final date of resolution of the complaint.

V. Sanctions

In the event the LPA fails or refuses to comply with the terms of this agreement, the Iowa DOT may take any or all of the following actions.

- a) Cancel, terminate or suspend this agreement in whole or in part.
- b) Refrain from extending any further assistance to the LPA under the program from which the failure or refusal occurred, until satisfactory assurance of future compliance has been received from the LPA.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the LPA.
- d) Refer the case to the USDOJ for appropriate legal proceedings.

IOWA DEPARTMENT OF TRANSPORTATION

HARDIN COUNTY, IOWA

Signature

Team Leader, Bureau of Civil Rights, IA DOT

Printed Name and Title

Date

Signature

Printed Name and Title

Date

Title VI Non-discrimination Policy Statement

The _____ HARDIN COUNTY, IOWA _____, hereinafter referred to as the LPA, hereby assures that no person shall on the grounds of race, color, national origin, gender, age or disability, as provided by Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. The LPA further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, regardless of whether those programs and activities are federally funded.

It is the policy of the LPA to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e; Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655; 1973 Federal Aid Highway Act, 23 U.S.C. § 324; Title IX of the Education Amendments of 1972, Pub. L. No. 92-318, 86 Stat. 235; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq.*; Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*; Title VIII of the Civil Rights Act 1968, 42 U.S.C. §§ 3601-3631; Exec. Order No. 12898, 59 Fed. Reg. 7629 (1994) (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations); and Exec. Order No. 13166, 65 Fed. Reg. 50121 (2000) (Improving Access to Services for Persons with Limited English Proficiency).

The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of federal-aid recipients, subrecipients and contractors/consultants, regardless of whether such programs and activities are federally assisted.

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, 87 Stat. 355, the LPA hereby gives assurance that no qualified disabled person shall, solely by reason of disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

The LPA also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. In addition, the LPA will take reasonable steps to provide meaningful access to services for persons with LEP. The LPA will, where necessary and appropriate, revise, update and incorporate nondiscrimination requirements into appropriate manuals, directives and regulations.

In the event the LPA distributes federal-aid funds to a second-tier subrecipient, the LPA will include Title VI language in all written agreements.

The LPA's _____ Darrell Meyer, County Attorney, County of Hardin, Iowa _____, is responsible for initiating and monitoring Title VI activities, preparing reports and performing other responsibilities, as required by 23 C.F.R. § 200 and 49 C.F.R. § 21.

Signature

Printed Name and Title

Date

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The COUNTY of HARDIN, IA _____ (herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the **Federal Highway Administration (FHWA)**, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **Federal Highway Program**:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **Federal Highway Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The COUNTY of HARDIN, IA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal

financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, COUNTY of HARDIN, IA also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the **FHWA** access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the **FHWA**. You must keep records, reports, and submit the material for review upon request to **FHWA**, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

COUNTY of HARDIN, IA gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **Federal Highway Program**. This ASSURANCE is binding on **Iowa**, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **Federal Highway Program**. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

COUNTY of HARDIN, IA

(Name of Recipient)

by _____

(Signature of Authorized Official)

DATED _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the Department of Transportation as authorized by law and upon the condition that the COUNTY of HARDIN, IA will accept title to the lands and maintain the project constructed thereon in accordance with laws of the state of Iowa, the Regulations for the Administration of **Federal Highway Program**, and the policies and procedures prescribed by the **Federal Highway Administration** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the COUNTY of HARDIN, IA all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto COUNTY of HARDIN, IA and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the COUNTY of HARDIN, IA, its successors and assigns.

The COUNTY of HARDIN, IA, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [.,] [and]* (2) that the COUNTY of HARDIN, IA will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the COUNTY of HARDIN, IA pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, COUNTY of HARDIN, IA will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the COUNTY of HARDIN, IA will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the COUNTY of HARDIN, IA and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by COUNTY of HARDIN, IA pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, COUNTY of HARDIN, IA will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, COUNTY of HARDIN, IA will there upon revert to and vest in and become the absolute property of COUNTY of HARDIN, IA and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)

Where upon Board Member _____ moved that the following resolution be adopted:

RESOLUTION #2020-_____

CONSTRUCTION EVALUATION RESOLUTION

WHEREAS, Iowa Code section 459.304(3) sets out the procedure if a board of supervisors wishes to adopt or re-adopt a “construction evaluation resolution” relating to the construction of a confinement feeding operation structure; and

WHEREAS, only counties that have adopted or re-adopted a construction evaluation resolution can submit to the Department of Natural Resources (DNR) an adopted recommendation to approve or disapprove a construction permit application regarding a proposed confinement feeding operation structure; and

WHEREAS, only counties that have adopted or re-adopted a construction evaluation resolution and submitted an adopted recommendation may contest the DNR’s decision regarding a specific application; and

WHEREAS, by adopting or re-adopting a construction evaluation resolution the board of supervisors agrees to evaluate every construction permit application for a proposed confinement feeding operation structure received by the board of supervisors between February 1, 2020 and January 31, 2021 and submit an adopted recommendation regarding that application to the DNR; and

WHEREAS, the board of supervisors must conduct an evaluation of every construction permit application using the master matrix created in Iowa Code section 459.305, but the board’s recommendation to the DNR may be based on the final score on the master matrix or may be based on reasons other than the final score on the master matrix as provided by law;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HARDIN COUNTY that the Board of Supervisors hereby adopts this construction evaluation resolution pursuant to Iowa Code section 459.304(3). The Hardin County Auditor shall before January 31, 2020, provide a copy of this resolution to the Iowa Department of Natural Resources, Wallace State Office Bldg, 502 East 9th Street, 4th Floor, Des Moines, Iowa 50319-0034.

Chair, Board of Supervisors
Date: _____

ATTEST:

County Auditor
Date: _____


HARDIN COUNTY'S POLICY

FOR PUBLIC COMMENT


1. The "Public Comments" section of the agenda is your opportunity to address items not on the agenda. A speaker may speak to one (1) issue per meeting for a maximum of three (3) minutes. Official action cannot be taken by the Board at that time, but may be placed on a future agenda or referred to the appropriate department. Keep items germane and refrain from personal or slanderous remarks.
2. The public may address any item on the agenda after recognition by the Chair. State your name, address, and group affiliation (if appropriate). You may speak one (1) time for a maximum of three (3) minutes.

Adopted this 1st day of July, 2009.

HARDIN COUNTY BOARD OF SUPERVISORS


Jim Johnson, Chair


Erv Miller, Member


Ed Bear, Member